



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OLC, FFT

Introduction

This hearing dealt with an Application for Dispute Resolution by the Tenants filed under the *Residential Tenancy Act* (the “Act”), on January 2, 2020. The Tenants applied to cancel the One Month Notice to End Tenancy for Cause, for an order for the Landlord to comply with the *Act*, and the return of their filing fee.

The Landlord, and the Property Manager (the “Landlord”) as well as the one of the Tenants (the “Tenant”) attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this decision.

Background and Evidence

At the outset of this hearing, this Arbitrator asked the Landlord for a copy of the Notice to end the tenancy. The Landlord testified they had issued an email to the Tenants stating that the fixed term of the tenancy had ended. The Tenant testified that he had received the email and believed that it was a notice to end the tenancy. Both parties agreed that no formal written notice had been issued.

Analysis

Based on the above, the testimony and evidence, and on a balance of probabilities, I find as follows:

Section 52 of the *Act* states:

Form and content of notice to end tenancy

52 In order to be effective, a notice to end a tenancy must be in writing and must

- (a) be signed and dated by the landlord or tenant giving the notice,
- (b) give the address of the rental unit,
- (c) state the effective date of the notice,
- (d) except for a notice under section 45 (1) or (2) [*tenant's notice*], state the grounds for ending the tenancy,
- (d.1) for a notice under section 45.1 [*tenant's notice: family violence or long-term care*], be accompanied by a statement made in accordance with section 45.2 [*confirmation of eligibility*], and
- (e) when given by a landlord, be in the approved form.**

I accept the testimony of both parties, and I find that there had been no Notice to End Tenancy issued by the Landlord in the approved form, that approved form being RTB-33 (2016/12). In the absence of that form, I find that there is no Notice to End tenancy to cancel and that the tenancy continues until it is ended in accordance with the *Act*.

As there was no Notice to End the Tenancy, nor any evidence presented of a breach of the *Act* by the Landlords, I find that there was no breach of the *Act* by the Landlord and I dismiss the Tenants' claim for an order for the Landlords to comply with the *Act*.

Section 72 of the *Act* gives me the authority to order the repayment of a fee for an application for dispute resolution. As there was no Notice to cancel or evidence presented of a breach of the *Act* by the Landlords, I find the Tenants were not successful in their application and are not entitled to recover the filing fee for this hearing from the Landlords.

Conclusion

I dismiss the Tenants' application.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 5, 2020

Residential Tenancy Branch